



2. When the complaint against Defendants was filed on October 8, 2004, SightSound Technologies, Inc. was the sole assignee and had full right and title to the patents-in-suit.

3. SightSound Technologies, Inc. executed a patent assignment agreement with DMT Licensing, LLC ("DMT") on November 10, 2005. The agreement states that the assignor conveyed all of its right, title and interest throughout the world in, to and under the Patents to DMT. The assignment included the right to sue for and collect upon all claims for profits and damages as a result of future or past infringement. The United States Patent and Trademark Office recorded the assignment on December 26, 2005.

4. On August 24, 2011, DMT executed an agreement conveying all of its right, title and interest throughout the world in, to and under the Patents to SightSound Technologies, LLC. The assignment and license agreement included the right to sue for and collect upon all claims for profits and damages as a result of future or past infringement. Counsel for SightSound Technologies, LLC has submitted notice of the assignment to the US PTO.

5. On December 23, 2011, attorneys for defendants communicated through email that they did not and would not oppose SightSound's Motion for Leave to Amend.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on December 23, 2011 at Palo Alto, California.

/s/ Anne Marie Nicpon  
Anne Marie Nicpon